



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190

**JUSTIFICATION AND APPROVAL
FOR USE OF OTHER THAN FULL AND OPEN COMPETITION
J&A Number: 11-14**

1. Identification of agency and contracting activity.

The Agency is the Department of the Navy ("Navy"). The Contracting Activity for this acquisition is Naval Facilities Engineering Command Southwest, as represented by the Base Realignment and Closure Team, San Diego, California.

2. Nature and or description of action being approved.

The Base Realignment and Closure Program Management Office ("BRAC PMO") requests approval to execute a modification to increase the ceiling on the Performance Based Environmental Multiple Award Contract ("PB-EMAC") from [REDACTED] to [REDACTED] to support modification of the firm fixed price contract task order 0005 to contract N62473-08-D-8816 with AMEC Earth & Environmental, Inc. ("AMEC") based on AMEC as the only responsible source to satisfy agency requirements. The PB-EMAC does not have available capacity to support the unforeseen conditions discussed in this J&A due to the reservation of planned contract actions. This action will enable the BRAC PMO to support the Installation Restoration ("IR") Site 29 Removal Action (hereinafter referred to as "Hangar One") located at the former Naval Air Station Moffett Field, Moffett Field California ("Moffett Field").

3. Description of Supplies/Services required to meet the agency's needs (including estimated value).

The BRAC PMO's mission at Moffett Field is to address contamination resulting from prior Navy activities as part of the agreement for transferring Moffett Field to NASA in 1994. In 1997, polychlorinated biphenyls ("PCBs") were detected in a storm water conveyance system at Moffett Field and traced to Hangar One. PCBs are classified as "Contaminants of Concern ("COCs")" and are a human health and ecological hazard. A Time Critical Removal Action ("TCRA") was completed in October 2003 to pressure wash and coat Hangar One in an asphalt emulsion which would provide BRAC PMO the necessary time to contract for surveys, reports, an Environmental Evaluation & Cost Analysis ("EE/CA") and Action Memorandum ("AM") in order to determine a path forward for Hangar One. The TCRA asphalt emulsion coating's life expectancy was only 3 to 5 years. The purpose of the temporary asphalt coating was to encapsulate PCBs in the siding until a permanent remedy could be accomplished through a Non Time Critical Removal Action ("NTCRA"). The TCRA asphalt coating is now past its life expectancy and is showing signs of failure.

Hence, on 07 April 2009, contractors on the PB-EMAC were solicited to propose on the NTCRA to control the migration of PCBs from Hangar One to the environment through source elimination and/or containment. The NTCRA included the following work elements: construction permits, mobilization/demobilization, utilities capping/rerouting, plans, biological survey, air monitoring/dust control, asbestos abatement, demolition/removal of all interior furnishings/buildings, Bird Air Strike Hazards ("BASH") implementation, removal of toxic siding, prep and coat remaining steel structure, repair/replace steel members, salvage items deemed important/historical, provide permanent access to Federal Aviation Administration ("FAA") lights and keep FAA lights operational, remove contaminated soil, conduct confirmation sampling, and produce final after action reports. A best-value determination and award was made to AMEC to conduct the NTCRA for a fixed price of [REDACTED]

The scope of work ("SOW") for the NTCRA contract included specified quantities that were used for bidding purposes. These quantities were based on the information provided in reference documents such as the EE/CA Revision 1 (July 2008), AM (December 2008), Structural Analysis & Gravity, Seismic & Wind Vulnerability Study (July 2008), Asbestos Survey Report (July 2002), PCB, Lead & Asbestos Report (January 2003), and Hangar One Environmental Sampling Letter Report (May 2003). Specified quantities included area calculations for bidders to utilize in order to calculate the necessary amount of protective coating for the structural steel. Due to the unique size

and shape of Hangar One and without a method to safely obtain access to the upper heights of Hangar One, contractor access was limited to the ground floor during the solicitation period. Therefore, there was no alternative other than to rely on reference document quantities and data.

Post-award, AMEC prepared and received approval on its Health and Safety Plans and Fall Protection Plans. AMEC completed key surveys of the interior and exterior Hangar One structure, as well as the structures located within Hangar One. Results of those surveys found that the quantities and surface quality stated in the SOW differed greatly from the actual site conditions, requiring an increase in the amount of surface preparation and coating that will be required. In addition to the surface preparation and coating, a complete set of operation and maintenance ("O&M") manuals for the long term care of the Hangar One coating was not considered during the solicitation period and will be required.

The table below shows the total estimated value of [REDACTED] representing the additional capacity to support the completion of the NTCRA:

Description	Estimated Costs
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
TOTAL ESTIMATED INCREASE TO COST	[REDACTED]

4. An identification of statutory authority permitting Other Than Full and Open Competition.

The statutory authority permitting other than full and open competition is 10 U.S.C 2304(c)(1) & (d)(1)(B), as implemented by Federal Acquisition Regulation ("FAR") 6.302-1(a)(iii), Only one responsible source and no other supplies or services will satisfy agency requirements.

5. A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

AMEC is the only contractor that can complete the services required to support the completion of the NTCRA at Hangar One and satisfy the agency's needs. AMEC is using a specially designed scaffolding system to access the upper heights of Hangar One. This scaffolding system is engineered and designed solely for this project. The unique scaffolding utilized for completing this project allows for a safe accomplishment of the removal action given the unique size and shape of Hangar One and given the fall protection considerations required to work at heights in excess of 200 feet.

As part of the determination to award to AMEC, contractors were required to provide a weather-resistant non-combustible protective coating for the steel structure that will provide corrosion protection of the exposed steel structure for a minimum of 10 years. The AMEC proposed effort included a 12-year warranty, which exceeded the 10-year minimum for the protective coating requested in the solicitation. The quantity of coating provided in the solicitation was based on ground floor access to Hangar One and a lack of available information regarding the type and condition of the existing coating. After award and completion of work plans, AMEC completed a required coating condition survey to verify if the existing coating was suitable for over-coating. The coating condition survey indicated that numerous back-to-back angles would require caulking to obtain a warranty and that the mezzanine level would require extensive mechanical preparation to remove scale and rust that was previously obscured from view, increasing the level of effort and quantity required for coating. As a result of the unforeseen increase in square footage required for coating due to results of the coating condition survey, AMEC is the only contractor that can complete the coating in its entirety in order to support a cohesive quality of work and to ensure the Government receives the 12-year warranty on all the coated surfaces. Application of the coating will require the use of the unique scaffolding system designed/built by AMEC.

Upon completion of the remedial action and in addition to the after action report, a full set of O&M manuals for long term care of the Hangar One coating will be required. It is most cost-effective to have these manuals completed by AMEC at the conclusion of field work for this project. These manuals are needed to support the ongoing O&M of the Hangar and are a direct result of the effort to be completed by AMEC under CTO 0005

The following table summarizes the serious impact/injury to the Government via cost and schedule increases if any contractor other than AMEC were to perform this work. These numbers come directly from current contract costs and schedule.

Redundant Work Items New Contractor Would Have to Complete	Impact to Cost	Impact to Schedule (Days)	Notes
PLANS	\$ [REDACTED]	276	
MOBILIZATION / DEMOB	\$ [REDACTED]	118	Includes Install/Removal of Scaffolding
UTILITY CLEARANCE	\$ [REDACTED]	37	
INSTALL STORM WATER BMPS	\$ [REDACTED]	70	
TOTAL	\$ [REDACTED]	501	501 days = 1.4 year delay
REFRESH TCRA COATING	\$ [REDACTED]	180	If Required During Delay

A delay of 1.4 years to complete the work would require refreshing the TCRA asphalt emulsion coating that cost approximately [REDACTED] to install in 2003 (the inflation amount would be approximately [REDACTED] for 2010). The existing TCRA coating is past its 3 to 5 year life expectancy and is showing visual signs of failure (rust bleeding through the coating and recent PCB detections in sediment surrounding Hangar One).

Also, a delay of 1.4 years to complete this removal action would not be acceptable to both the United States Environmental Protection Agency ("EPA") and the California Regional Water Quality Control Board ("Water Board") as the Government is scheduled to also remediate IR Site 25 in June 2011 per the current Federal Facilities Agreement ("FFA") signed by the Navy, EPA, and the Water Board. As Hangar One is a known source/contributor to PCB contamination at Site 25, the Navy is required by EPA and the Water Board to complete the Hangar One removal action concurrently or before remediation of Site 25 in order to prevent recontamination which would cause an unacceptable risk to ecological receptors. Remediation must begin within 18 months of Site 25's January 2010 signed Record of Decision ("ROD"). Hence, a delay in Hangar One's removal action will also result in a delay in remediating Site 25 placing the Navy out of compliance with the FFA. Potentially resulting in a notice of violation (NOV) that can incur stipulated penalties in an amount not to exceed \$5,000 for the first week, and \$10,000 for each additional week.

AMEC is the only contractor that can meet the Government's needs. Delays in the schedule will significantly increase contract costs. AMEC is currently mobilized with approved work plans and can provide a cost effective and timely turn-around of support for the effort required to complete this action. AMEC is the only contractor capable of performing the additional coating work in order to achieve a 12 year coating warranty. Most importantly, in order to maintain continuity in the completion of the NTCRA, AMEC is the only contractor capable of meeting the Government's immediate requirements in the specified timeframe necessary to remove the COCs harmful to the health and safety of the surrounding area.

6. A description of efforts made to ensure offers are solicited from as many potential sources as practical, including whether a notice was or will be publicized as required by Subpart 5.2 (or exceptions).

The original IDIQ contracts for the PB-EMAC were synopsized as a competitive action. The Hangar One contract task order was awarded after fair competition among the PB-EMAC contractors. For this proposed modification, the Contracting Officer determined that it is impractical to compete a separate action due to the regulatory time constraints, use of specialized equipment, and the high cost inefficiency to obtain competition for services that are clearly within the scope of the current contract. In accordance with FAR 5.203(a), the contract action will be synopsized in the Navy Electronic Commerce Online ("NECO") as a sole source to AMEC.

7. A determination by the Contracting officer that the anticipated cost to the Government will be fair and reasonable.

The Contracting Officer has determined that the anticipated cost will be fair and reasonable based upon a combination of cost analysis and pricing history.

8. A description of the market research conducted and results or statement of reason market research was not conducted.

Market research was conducted during the planning phase for the solicitation period of the NTCRA and as discussed in Section 6 of this J&A, a determination was made to competitively solicit this project among the qualified contractors available on the PB-EMAC, selecting the best value to the Government. As capacity began decreasing for the PB-EMAC and unforeseen conditions were being identified on CTO 0005, the Government researched possible acquisition strategies to support the critical need for continuity in the completion of the NTCRA. A review and discussion of the project schedule, scope of work, cost and pricing data, regulatory agency requirements, and cost repercussions for a separate procurement (discussed in Section 5 of this J&A) were all taken into consideration regarding the best path forward for support of the completion of the NTCRA. It was determined that it would be in the Government's best interest to procure the changed conditions by modification to the current AMEC Contract N62473-08-D-8816, CTO 0005. AMEC is the only contractor capable of meeting the Government's immediate needs and unique requirements as it pertains to Hangar One.

9. Any other facts supporting the use of other than full and open competition.

i. BRAC PMO has requested a timely approval of this J&A to ensure the schedule for the current NTCRA is not delayed.

As discussed above, the NTCRA action is a follow on to a TCRA that was completed in October 2003. The TCRA was only meant to provide a viable coating to prevent PCB contamination from migrating from Hangar One to IR Site 25 for a period of 5 years, which increased the urgency for the award of the NTCRA in FY09. A recent review of the coating has found that it is failing and sediment samples surrounding Hangar One's storm water system have detected spikes of COCs. Any delay in the current schedule for the NTCRA will increase the environmental risk to ecological receptors at IR Site 25.

The determination to utilize the PB-EMAC for the NTCRA was based on a requirement to ensure this effort was solicited in a competitive environment of qualified contractors that had experience performing remedial actions for the Government, as well as to utilize a contract with sufficient capacity to support the task order and potential modifications within a reasonable timeframe. The PB-EMAC allowed for a timely award of the contract action to meet remediation requirements. At the time of the solicitation (31 March 2009), the PB-EMAC was in its first of four option periods and showed that [REDACTED] of capacity was available. Although every effort was made to ensure the requirements in the SOW would anticipate all contract requirements based on a multitude of reference documents, the utilization of the PB-EMAC was based on the likelihood of available capacity to support both planned option items and unplanned requirements for modification. It was not until late in FY10, less than one year into the NTCRA contract, that BRAC PMO was notified that capacity would not be held to support either planned actions or any urgent requirements arising from unforeseen conditions. This loss of contract capacity and the unforeseen conditions associated with the NTCRA has created an urgent requirement for this planned action.

As identified in Section 5 of this J&A, AMEC is the only contractor that is capable of meeting the NTCRA schedule and providing a 12-year warranty for the protective coating. Additionally, because this effort would utilize AMEC resources currently mobilized at the Hangar One site, critical timesaving would be realized and duplicative effort and costs would be avoided. The NTCRA is currently underway and the requested efforts are required to ensure continuity of the work. If AMEC does not perform this work, there would be detrimental loss of effectiveness in completing the NTCRA within the current schedule, which would result in a delay in remediating IR Site 25, which would result in non-compliance with the current FFA schedule and an unacceptable risk to ecological receptors.

ii. N/A

iii. N/A

10. A listing of the sources, if any, that expressed, in writing an interest in the acquisition.

No other sources have expressed an interest at this time.

11. A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies/service required.

The urgency of this requirement is a result of unforeseen circumstances and not as a result of insufficient planning. This requirement is a result of insufficient capacity on the current PB-EMAC contract to support an increase in cost due to the post-award site conditions and unforeseen requirements that are integral to completing the NTCRA for Hangar One. This is a one-time action to satisfy the remedial action objectives for Hangar One and ensure continuity of services rendered. After award of this requirement, the Government does not anticipate a need for any further non-competitive contract action associated with the Hangar One NTCRA.

CERTIFICATIONS AND APPROVAL**TECHNICAL/REQUIREMENTS CERTIFICATION**

I certify that the facts and representations under my cognizance, which are included in this Justification and its supporting acquisition planning documents, except as noted herein, are complete and accurate to the best of my knowledge and belief.


Signature Name (Printed) Phone No. Date

LEGAL SUFFICIENCY REVIEW

I have determined this Justification is legally sufficient.


Signature Name (Printed) Phone No. Date

CONTRACTING OFFICER CERTIFICATION

I certify that this Justification is accurate and complete to the best of my knowledge and belief.


Signature Name (Printed) Phone No. Date


Signature Name (Printed) Phone No. Date

ECHELON IV CHIEF OF THE CONTRACTING OFFICE CERTIFICATION

I certify that this Justification is accurate and complete to the best of my knowledge and belief.


Signature

Name (Printed)

Phone No.

Date

APPROVING OFFICIAL (NFAS 6.304)

Upon the basis of the above justification, I hereby approve the solicitation of the proposed procurement(s) described herein using other than full and open competition, pursuant to the authority of 10 U.S.C. 2304 (c)(1).


Signature

Name (Printed)

Phone No.

Date